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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

GRIDIRON PRODUCTIONS LLC, a)
Georgia Limited Liability Company,)

Plaintiff,)

vs.)

BRET MERRITT SAXON, etc., et)
al. ,)

Defendants.)

BRET MERRIT SAXON, AMY)
SAXON and JEFFREY BOWLER,)

v.)

GRIDIRON PRODUCTIONS,)
LATAVIUS POWELL, an)
individual, JUSTIN PRICE, an)
individual, PRICE PRODUCTIONS,)
a business organization of unknown)
form, POWEL & PRICE)
PRODUCTIONS, LLC, a business)
organization of unknown form.)

CASE NO. 2:23-cv-07574-TJH-JPR

Assigned to the Hon. Terry J. Hatter, Jr.

**FOURTH AMENDED COUNTER-
CLAIMS FOR EXTORTION,
PROMISSORY FRAUD, BREACH OF
CONTRACT, BREACH OF
FIDUCIARY DUTY, DEFAMATION,
UNJUST ENRICHMENT /
CONSTRUCTIVE TRUST AND
INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE**

1 1. The Counter-Claimants in this matter BRET MERRICK SAXON, JEFFREY
2 BOWLER, WONDERFILM LLC ("WF"), WONDER CAPITAL LLC ("WC") and
3 AMY SAXON reassert their answer to the Operative Complaint and incorporate such
4 answer by this reference as though set forth in full therein.

5 **FIRST AMENDED COUNTERCLAIMS**

6 2. Some or all of the following paragraphs are alleged on information and belief:
7 3, 4, 5, 6, 7, 8, 14, 15, 16, 23, 25, 31, 32, 45, 46, 47, 48, 50, 51, 52, 54, 57, 63, 64 and
8 66.

9 **The Parties and Other Important Persons.**

10 3. Counter-Defendant Gridiron Productions ("GRIDIRON") is the Plaintiff in this
11 matter and purports to have standing to sue. In fact, it doesn't have such standing.
12 GRIDIRON is an alter-ego of Latavius Powell ("POWELL") and Powell and Price
13 Productions ("PPP"), the latter of which is domiciled in the State of California.

14 4. POWELL has a long history of engaging in sharp, fraudulent and illegal
15 practices through various alter-egos primarily in the State of Georgia where
16 POWELL recruits NFL players as investors / clients, many of whom have criminal
17 records. He has been under investigation by the State of Georgia, the SEC and the
18 Georgia equivalent of same for mishandling player funds and charging excessive
19 fees.

20 5. Because GRIDIRON and POWELL are alter egos of each other, and because at
21 all times relevant to the complaint herein, POWELL was the principal of GRIDIRON,
22 they are sometimes collectively referred to herein below as "GRIDIRON /
23 POWELL".

24 6. At all times relevant to this suit, JUSTIN PRICE ("PRICE") was acting as the
25 employee, agent and co-conspirator of GRIDIRON and its alter-egos POWELL and
26 PPP.

27 7. Counter-Defendants ROES 1 through 50 are non-residents of California legally
28

1 responsible for the damages suffered by the Counter-Claimants. The true names and
2 capacities of defendants ROES 1 through 50 are currently unknown to Counter-
3 Claimants who, therefore, sue these defendants under these fictitious names.
4 Counter-Claimants will amend their Complaint appropriately if and when they learn
5 of these Counter-Defendants' true names and capacities.

6 8. Each and all of the Counter-Defendants in this action along with the other
7 persons specifically named in this Counterclaim was a co-conspirator, agent,
8 employee and/or alter-ego of the other Counter-Defendants in engaging in the acts
9 and omissions at issue in this Complaint.

10 **Counter-Claimants**

11 9. Counter-Claimant Bret Saxon is a resident of California.

12 10. Counter-Claimant Amy Saxon is a resident of California.

13 11. Counter-Claimant Jeffrey Bowler is a resident of California.

14 12. Counter-Claimants WF and WC are California Corporations.

15 13. Counter-Claimants Bret Saxon, Jeffery Bowler, WF and WC are collectively
16 referred to as "Counter-Claimants."

17 **COMMON ALLEGATIONS**

18 14. Defendants/Counterclaimants Bret Saxon and Emmy-winning producer Jeffrey
19 Bowler previously worked together as successful independent producers through a
20 company called Wonderfilm, LLC ("Wonderfilm"). They have won numerous
21 awards over the years for their productions and produced, among others, the critically
22 acclaimed films ** and the emmy winning **. Over a period of years, Bowler had
23 mentored an aspiring, inexperienced director named Justin Price, who sought help
24 making his film "Hard Matter." Price ultimately partnered with Latavius Powell, a
25 Georgia businessman managing NFL player investments. Although Bowler and
26 Saxon did not know it at the time, Powell had been put on a watch list by the NFL
27
28

1 and had gotten into trouble with Georgia and the SEC for dishonesty in connection
2 with his handling of player funds. Exhibit "1".

3 15. PRICE wanted to engage WC and WF to produce the film. Ultimately, WC
4 and POWELL and PRICE entered into an agreement to jointly pursue the making of,
5 and the profiting from a film called "Hard Matter" which was memorialized in a
6 contract (the "Contract"), a copy of which is attached to Plaintiff's Operative
7 Complaint in this matter at Dckt 58-1. Counter-Claimants would later learn that
8 Powell had a pattern and practice of misleading his business partners (the "Unfair
9 Business Practices") and habitually breaking deals when it was to his perceived
10 advantage to do so. On information and belief, at the time POWELL and PRICE
11 executed the Contract, POWELL had every intention of breaching the Contract to the
12 extent that it might later become inconvenient to honor it. Cross-Complainant's are
13 also informed and believe that POWELL / GRIDIRON intended to breach their
14 agreements with Counter-Claimants to the fullest extent possible to place all risk
15 associated with the project on Counter-Claimants and to secure for themselves
16 remuneration to which they were not entitled and to secure for PRICE industry credits
17 that would not otherwise be available to him (the "Fraudulent Scheme"). POWELL,
18 GRIDIRON and PRICE all concealed their true purposes in entering into agreements
19 with Counter-Claimants knowing that Counter-Claimants would never agree to do
20 business with GRIDIRON if the true facts were revealed.

21 16. Powell and Price's company, Powell and Price Productions ("PPP") and
22 Wonderfilm entered into a contract in September of 2021 which is attached as Exhibit
23 "1" to the Plaintiff's operative complaint in this matter. Dckt 58-1 (the "Agreement").
24 A few months later, PPP would assign its rights to Plaintiff Gridiron Production LLC
25 ("Gridiron" and "Plaintiff"), which Responding Defendants are informed is an alter-
26 ego of Powell and, at Powell's insistence, a second, backdated version of the contract
27 was executed replacing PPP with Gridiron as the party contracting with Wonderfilm.
28

1 Dckt 58-5. Powell would ultimately cause a number of NFL players to invest
2 approximately \$5,500,000 in the film to meet his obligation under the Agreement.
3 Most of that money was invested in or around February of 2022, and no moneys were
4 invested until October 12, 2021 according to Plaintiff's own account. Exhibit "2".

5 17. While the parties had discussed the possibility that Mel Gibson might be a
6 good fit for one of the roles in the movie, Gibson's involvement was not promised,
7 nor was it mentioned in the Agreement. Indeed, at paragraph 7, both the Agreements
8 attached to Plaintiff's complaint specifically stated:

9 This Agreement contains the full and complete understanding between the Parties
10 and supersedes all prior agreements and understandings whether written or oral and
11 cannot be modified except by a written instrument signed by both Parties. Each
Party acknowledges that neither Party, nor their agents nor representatives made
any representation or promise not expressly contained in this Agreement.

12 Dckst 58-1 and 58-5.

13 18. Gibson ultimately did not participate in the film which proceeded, instead,
14 with other notable actors in starring roles including Harvey Keitel. At Powell and
15 Price's insistence, Price directed and cast his girlfriend as the female lead in the film.
16 It quickly became apparent that neither of them were competent to take on those
17 roles. Indeed, from very early on, it became painfully clear to every one involved in
18 the making of the FILM that PRICE wasn't ready to direct a movie at the level of the
19 "Hard Matter". On the initial shoot, the crew -- including an Oscar winning DP, as
20 well as a well-known Line Producer and Production Designer -- all quit saying
21 PRICE was too difficult and incompetent for them to continue working with him. In
22 the wake of this exodus of personnel, Saxon and Bowler both spoke with PRICE and
23 POWELL and expressed their concerns. GRIDIRON / POWELL insisted on PRICE
24 remaining in charge, but both promised that PRICE would be more collaborative in
25 the future and take advice from the seasoned department heads. That promise was
26 not kept and Counter-Claimants are informed and believe that GRIDIRON and its
27 agents / alter-egos POWELL and PRICE had no intention of keeping such promise at
28

1 the time the promise was made. Counter-Claimants, however, believed and relied on
2 GRIDIRON / POWELL and PRICE to their detriment.

3 19. A very similar issue arose as a result of PRICE and POWELL insisting that
4 PRICE's girlfriend be the lead in the film. PRICE and POWELL insisted that (1) she
5 was a 'great actress', (2) she'd been working for months on the many action
6 sequences in the film and had the stunts and had the choreography down pat and (3)
7 there wasn't time to bring in a proper name actress to learn all the stunts. When it
8 came to production, the stunt coordinator WC hired (who had coordinated stunts for
9 multiple Marvel movies), said she was terrible, didn't know how to throw a punch and
10 knew zero choreography. As a result, WC had to cut out the majority of the action
11 fight sequences from the film -- which, had they been properly, executed would have
12 been a major part of the film's box office appeal.

13 20. Messrs. Bowler and Saxon sat down with PRICE and POWELL and asked to
14 be allowed to replace her on multiple occasions. They were always told "no". Along
15 the way, Mr. Saxon and Mr. Bowler reluctantly advised GRIDIRON / POWELL that
16 PRICE needed to be replaced as well. GRIDIRON / POWELL refused to follow their
17 advice.

18 21. In short, the film was handicapped by GRIDIRON / POWELL's bad choices
19 and misrepresentations from the outset.

20 22. Mr. Saxon and Mr. Bowler were able to cast the film well despite their director
21 and lead actresses being ill equipped to execute their jobs. Messrs. Saxon and Bowler
22 had to talk actors out of walking off the set, and had to manage the crew in a closer
23 fashion in any other movie either had been a part of. POWELL and PRICE refused to
24 consider any criticism of PRICE's limitations as a director, or PRICE's girlfriend's
25 limitations as an actress.

26 23. After the film had been shot, and only approximately \$30,000 post-production
27 work remained, POWELL viewed the film in its then current condition and realized
28

1 that the film was unlikely to be a commercial success because of PRICE and his
2 girlfriend's failings. True to his plan and past practices, POWELL demanded his
3 money back, among others.

4 24. In telephonic negotiations with Mr. Saxon which took place in or about May
5 of 2023, POWELL indicated that he was concerned that his NFL player / investors,
6 many of whom had a history of violent crimes, would engage in physical violence
7 against POWELL if he did not shift the blame to Mr. Saxon and Mr. Bowler (in
8 which case, Mr. Saxon and Mr. Bowler could expect to experience physical violence).
9 Among others, Mr. Powell told Mr. Saxon "my investors are not business people like
10 you and me. They will take this to the streets. You need to Google them and see the
11 crimes they've been charged with. It will not be good for you if you don't refund the
12 money invested" (or words to that effect). POWELL repeated these threats and
13 comments to others involved in the project including Nat McCormick of the
14 Exchange in the hopes of increasing pressure on WC to buckle under to his threats.
15 These and other similar comments are hereinafter referred to as the "Threats of
16 Physical Violence."

17 25. When his Threats of Physical Violence did not have the effect that POWELL
18 hoped they would have, POWELL tried a different tack. POWELL told SAXON that
19 he had long ago had had Messrs. SAXON and BOWLER investigated and knew that
20 Mr. Saxon had previously received bad press and almost had his careers ruined as a
21 result thereof. POWELL told Mr. Saxon that he intended to construct a lawsuit for
22 the purposes of undoing the thirteen years of work Mr. Saxon had put in to get past
23 that period of challenge to his career and to also kill the ability of Bowler and WC
24 and WF to continue to successfully do business. He told Mr. Saxon that he was
25 going to allege in the lawsuit that Mr. Saxon had promised him that Mel Gibson
26 would star in "Hard Matter" and had thereby (and in other ways) defrauded him into
27 investing in the movie. When Mr. Saxon pointed out that those assertions were false,
28

1 POWELL said, "I don't care whether they are true or false. If I'm going down, I'm
2 taking you with me", or words to that effect. POWELL reiterated that the lawsuit
3 would be crafted in a way to ensure it was picked up by the press and to destroy the
4 business SAXON had rebuilt. Counterclaimants are informed and believe that
5 POWELL's intent in threatening to ruin Mr. Saxon's career (the "Press Threats") was
6 to force SAXON, BOWLER, WC and WF to make monetary concessions to
7 POWELL.

8 26. POWELL's threats were credible. Thirteen years before, Mr. Saxon made a
9 film in which a wealthy business man invested. That businessman and Mr. Saxon
10 came to be in conflict (the "Main 2011 Case") over the film and a protracted set of
11 litigations emerged in its wake -- including a number of opportunist, meritless
12 copycat litigations (the "Other Cases") -- which exhausted Mr. Saxon's ability to pay
13 for legal fees. This ultimately resulted in a judgment against Mr. Saxon in an
14 adversary proceeding in the bankruptcy court in which the Court found that Mr.
15 Saxon had committed "defalcation" by putting the business man's funds in the wrong
16 one of several accounts held to support the production of the movie. This, in turn,
17 led to State Bar proceedings against Mr. Saxon (who was a licensed attorney who had
18 never practiced law) which ultimately resulted in Mr. Saxon being recommended for
19 disbarment in the State Bar Court (after the bar case against him had been dismissed
20 three times). The Main 2011 Case and the Other Cases are collectively referred to as
21 the "2011 Cluster Cases".^{1/}

22 27. Apart from legal proceedings arising out of the 2011 Cluster Cases, Mr. Saxon
23 has not been sued since (except for the present frivolous filings by the GRIDIRON /
24 POWELL, and a countersuit which was brought in response to a lawsuit brought by
25

26 ^{1/} Due to the length and intensity of all of these litigations, Mr. Saxon did not have
27 the funds to appeal either the Bankruptcy Court judgment or the State Bar Court
28 finding, and Mr. Saxon lost his legal license. While Mr. Saxon made mistakes in his
relationship with the Plaintiff in the Main 2011 Case, he also continues to believe
that at least in certain respects, the latter two Court rulings were in error.

1 Mr. Bowler for a finder's fee in connection with the sale of the Jessica Simpson
2 Brands). However, Mr. Saxon's (and, to a lesser extent, Mr. Bowler's) business
3 suffered for years as a result of bad press from the 2011 Cluster Cases and an LA
4 Times news story about them which left Mr. Saxon extremely vulnerable to false
5 claims echoing those of the 2011 Cluster Cases.

6 28. The Threats of Physical Violence and the Press Threats are hereinafter referred
7 to as the "Extortionate Threats."

8 29. At or about the time that POWELL was making the Extortionate Threats,
9 POWELL, Defendant Bos Entertainment AKA the "Exchange", offered to put up the
10 approximately \$30,000 to conclude the post-production work on Hardmatter so that at
11 least some recoupment of funds could come from the project. POWELL insisted that
12 they not do so.

13 30. Terrified by POWELL's threats, although POWELL was entitled to no such
14 concession, BRET SAXON, JEFFREY BOWLER, WC and WF offered to refund half
15 of POWELL's investment over time. POWELL initially accepted this offer, but
16 reneged and demanded more.

17 31. When more concessions were not forthcoming, on or about September of
18 2023, POWELL filed his first complaint in connection with this matter as a pretext to
19 interface with the press and disseminate falsehoods concerning them in order to divert
20 the player/investor's from coming after GRIDIRON / POWELL, Gridiron's complaint
21 knowingly and falsely alleged:

22 24. In the course of the negotiations over the financing and production of Hard
23 Matter, and after execution of a written agreement, Bret Saxon and Bowler made
24 certain untrue and false representations and promises to entice Price Productions
25 and Plaintiff to invest \$5,050,000 and transfer intellectual property rights for the
Film based on representations that superstar celebrity Mel Gibson would star in the
Film.

* * * *

26 27. However, unbeknownst to Price Productions and Plaintiff, Mel Gibson
27 was not available to star in Hard Matter because he already committed to another
28 film entitled "Hot Seat" set to start production on November 1, 2021 in New
Mexico; and, upon information and belief, Mel Gibson had either declined to star
in Hard Matter or Bret Saxon and Bowler had fabricated their purported

1 discussions with Mel Gibson to deceive Price Productions into entering into an
2 agreement to produce Hard Matter with Bret Saxon, Bowler, Wonderfilm, WC,
WFHM, WF Group, and The Exchange (the "Wonderfilm Defendants").
* * * *

3 36. By **November 2, 2021**, still believing that Mel Gibson was signed on to
4 star in Hard Matter, Price Productions submitted sample Hard Matter graphics with
5 Mel Gibson to the Wonderfilm Defendants. However, as the Wonderfilm
6 Defendants well knew and had never disclosed to Price Productions at that time,
7 Mel Gibson never agreed to star in Hard Matter, and had already started production
8 of the film "Hot Seat" on November 1, 2021 in New Mexico; and, upon
9 information and belief, on November 15, 2021, Mel Gibson also confirmed that he
10 would be directing the fifth "Lethal Weapon" film.

11 37. **By the second week of November 2021**, after duping Price Productions to
12 invest \$5,050,000 in Hard Matter based on the representation that Mel Gibson
13 would star in the Film, and **mere days before filming was to start on November**
14 **15, 2021, Wonderfilm Defendants admitted to Price Productions that Mel Gibson**
15 **had not agreed to star in the Film**. They further stated that production would not
16 start until the first quarter of 2022.

17 Dckt Nos. 1 and repeated at Dckt No. 58; emphasis added.

18 32. The foregoing allegations were a pure confabulation and specifically crafted to
19 give Gridiron (and its alter-ego Powell) a basis to defame and destroy
20 Counterclaimants Bret Saxon, Jeffrey Bowler and the companies they were associated
21 with (i.e. WF and WC) in direct and indirect communications with the press.

22 33. In fact, the parties' written communications flatly contradicts Plaintiff's story to
23 the point that it is obvious not only that Plaintiff was lying, but that Counter-
24 Defendant knew it was lying in its complaint. In text messages and in emails starting
25 in late September and continuing through October of 2021 collectively attached as
26 Exhibit "3", Messrs. Saxon and Bowler explicitly and repeatedly informed PPP that
27 Mel Gibson had not yet agreed to participate in the film, and continued to do so at all
28 times before Plaintiff's first investment and well prior to the November date
concocted by the Plaintiff.

34. Thus, on **September 23, 2021**, Defendant Bret Saxon, in connection with
negotiating the contract with Price and Powell Productions, wrote to Price indicating
that no formal offer had gone out to Mel Gibson at that point: "Justin - great getting
together yesterday - lots of progress and we're excited about producing Hard Matter
with you. I've attached a finance agreement for \$5,050,000. The balance of the 7.3m

1 budget Wonderfilm will cash flow from the tax credit in Louisiana. If we can get this
2 agreement wrapped up this week and your money transferred early next week, **we'll**
3 **get the pay/play offer into Gibson** on Wednesday". Exhibit "3", p. 1.

4 35. On **October 4, 2021** Bowler wrote to Price and informed him that "Me[l]'s
5 team confirmed the call later. Please make sure your guy [i.e Latavius Powell] sends
6 wire in next few hours. So we can be confident on the call and offer him the pay
7 tomorrow to say yes." Price responded that Latavius was at the bank but that "the
8 compliance officer said there are red flags and law suits . . . Yeh compliance officer
9 comes with the players - so they are flagging Brett for lawsuits a lot of them old but
10 this was new info", thus making it clear that Counter-Defendant was on notice about
11 Mr. Saxon's legal difficulties before a dime was invested in HardMatter. Exhibit "3"
12 at pp 2 and 5-6.

13 36. On **October 12, 2021**, by Plaintiff's own account, the first of Plaintiff's
14 investors' monies was invested in the film -- more than a week after Powell certainly
15 knew of Saxon's legal issues. The monies invested were not committed or expended
16 for at least several weeks thereafter. The following day, in an **October 13, 2021** dated
17 text message between Bret Saxon, on the one hand, and Justin Price, on the other
18 hand, Saxon wrote:

19 "I've spent a bunch of time this week with Mel's agent . . . He's fully on board and
20 supporting it with Mel. **Just waiting on Gibson to read.**" (emphasis added.)

21 Exhibit "3", p. 9 and compare with Exhibit "2".

22 37. None of Price or Powell's emails found or produced to date either on October
23 13, 2021 or later contain any expression of surprise or outrage that Gibson had not
24 even read the script, let alone a demand a return of the monies that had just been
25 wired the previous day.

26 38. On **October 16, 2021**, Saxon wrote to both Powell and Price and not only
27 informed them that Gibson still had not yet read the script, but also that Gibson's
28

1 earliest availability would not be until January of 2022 and that there might be
2 problems with getting him onboard:

3 "Justin – Mel Gibson is interested in playing Sawyer based on the pitch. He
4 took 2 films since we initially engaged on it and is now shooting until Dec 17. His
5 first avail is Jan 5. He also wants a week to read and get back to us.

6 Feedback to discuss is Mel is 65 and Franziska is his daughter, who I believe
7 is 23, yea? We'll have to have Mel play younger and her play 30ish. And there's an
8 action sequence at the dock that we'd need to discuss with Gibson about how much
9 he would be up for doing."

10 Exhibit "3", p 11.

11 39. Price responded that same day, with a CC to Powell not only acknowledging
12 that he had read the message, but also that he knew that it was still not certain that
13 Gibson would participate:

14 "This won't affect the timeline as long as we can cast out a good Kyron if Mel
15 agrees to filming January 5, 2022 (maybe Dylan O'Brien) and we can shoot out
16 the rest of the film and then finish up his scenes at the top of the year. We will be
17 able to grab action and frames to help with sellable elements before we even shoot
18 Mel. Thank you for the update and let's rock it."

19 *Id.*

20 40. One week later, in an October 23, 2021 dated text message, Saxon informed
21 both Powell and Price that Gibson still had not read the script:

22 I've got a call Monday afternoon with Mel's agent. They expect him to read it this
23 weekend. . . .

24 Exhibit "3", p. 9.

25 41. Two days later, in an October 25, 2021 dated text message, Saxon again texted
26 Price indicating that Gibson still had not read the script, and suggested that it might
27 be time to pick someone else for the role of Sawyer:

28 "[S]poke with agent. He thinks we're in good shape, but they hadn't reached Mel
today. . . I'll stay on it and let's all talk Wednesday and make a decision if we
haven't gotten an answer....but let's hope he attaches by then and we don't have a
decision to make!"

Ibid.

42. On October 31, 2021, this time Justin Price wrote to Saxon indicated that he
had a friend in Las Cruces who was with Gibson and who had independently let him

1 know that the parties were unlikely to hear from Gibson before November 6, 2021
2 regarding the Hard Matter film:

3 My dude James is running lines with Mel and he's been in Las cruces for a few
4 days without filming so when they wrap on nov 6 I think we may hear something.
5 Tellingly, neither Powell or Price took issue with any of these revelations in any of
6 the emails and texts cited above and continued to invest money in Hard Matter.
7 Exhibits "5" and "6" at p. 10.

8 43. It is patent from these emails and texts, and the deafening silence that followed
9 them, that the Plaintiff was not relying on Mel Gibson being a part of the Hard-Matter
10 project and that Plaintiff's contention that Plaintiff was deceived concerning Saxon's
11 past is false as well. Plaintiff's confabulation concerning the time-line and what it
12 knew or didn't know prior to investing in Hard-Matter was a flat out knowingly false
13 creation.

14 44. Counterclaimants are informed and believe that POWELL and/or his counsel
15 issued press releases regarding this suit to, among others, the Hollywood Reporter
16 and the Los Angeles Times at about that time.

17 45. In any event, on or about the first week in November, 2023, at POWELL's
18 urging, POWELL's counsel Joseph Kar would issue a knowingly false statement to
19 the press alleging that he had evidence of Counter-claimants' having promised that
20 Mel Gibson would star in Hardmatter and somehow concealed the true facts
21 concerning his availability. The Los Angeles Times would report on that day that Mr.
22 Kar told them that Plaintiff had "clear communications" to back up POWELL's false
23 story.

24 "We have clear communications that they used Gibson as a lure and that my client
25 didn't know he was unavailable," Kar told The Times."
26 In fact, neither Mr. Kar nor POWELL had "clear communications" to any such effect
27 and POWELL because the "clear communications" establish the very opposite and
28 Kar knew of the falsity of their statements at the time they made them (the "False

1 Allegations"). Kar and POWELL's statements to the press disseminating the False
2 Allegations and the false assertion that Kar and POWELL had evidence to support
3 those False Allegations were designed to make good on POWELL's threats to ruin
4 SAXON, BOWLER, WC and WF and were not made in good faith.

5 46. At the time that POWELL and Kar did so, they knew from their investigations
6 that SAXON, BOWLER, WC and WF were papering several deals including a
7 \$100,000,000 joint venture with a company called Covington Group, Inc. for the
8 production of a set of films which would have resulted in BOWLER, WC and WF
9 making at least \$35,000,000 in the first year of the venture. Counter-defendants
10 intended to destroy this revenue stream and succeeded in doing so. Shortly after the
11 LA Times published an unflattering article regarding this lawsuit, Covington Group,
12 Inc. and virtually every one else doing business with Counter-Defendants terminated
13 their business relationships with Counter-Claimants BRET SAXON, JEFFREY
14 BOWLER, WC and WF with the result that Counter-Claimants have had next to zero
15 revenues ever since.

16 **FIRST COUNT -- CIVIL EXTORTION**

17 **(By Counter Claimants BRET SAXON, JEFFREY BOWLER, WC**
18 **and WF against all Counterdefendants)**
19

20 47. Counter-Claimants reallege paragraphs 3-46 as though set forth herein in full.

21 48. In making the Extortionate Threats, the Counter-Defendants intended to and
22 did (1) threaten to do an unlawful injury to the person or property of the Counter-
23 Claimants BRET SAXON, JEFFREY BOWLER, WC and WF; (2) to accuse those
24 persons and entities of a crime; (3) to expose, or to impute to them a deformity,
25 disgrace, or crime and did so with the express purpose and effect of causing fear and
26 receiving an economic benefit from same.

1 49. As a result of the Counter-Defendants actions, Counter-Claimants have been
2 injured in a collective amount which is currently unknown, but which exceeds \$35
3 million.

4 **SECOND COUNT -- DEFAMATION**

5 **(By Counter-Claimants WF, WC, Bret Saxon, Jeffrey Bowler**
6 **Against All Cross-Defendants)**

7 50. Counter-Claimants reallege paragraphs 3-46 and 48-49 above as though set
8 forth herein verbatim.

9 51. The False Allegations were untrue and Counter-Defendants knew them to be
10 untrue at the time that they made them.

11 52. The False Allegations were designed to be ruinous to Counter-Claimants and
12 they were.

13 53. As a result of the Counter-Defendants actions, Counter-Claimants have been
14 injured in a collective amount which is currently unknown, but which exceeds \$35
15 million dollars.

16 **THIRD COUNT --BREACH OF CONTRACT**

17 **Counter-Claimants WC Against All Cross-Defendants)**

18 54. Counter-Claimants reallege 3-46, 48-49 and 51-53 above as though set forth
19 herein verbatim.

20 55. As alleged by the Counter-Defendants themselves, Counter-Claimants and
21 Counter-Defendants entered into the contract attached as 58-1 to the Cross-
22 Defedendants' operative Complaint in this matter (the "Contract"). Counterclaimant
23 WC performed its obligations under the Contract. Counter-Defendants have
24 breached their agreements with the Counter-Claimants embodied in that Contracts
25 and the covenant of good faith and fair dealing associated with those agreements by,
26 among others, failing and refusing to allow post-production on Hard-Matter to be
27
28

1 completed, and by falsely trying to cut-off any possibility of Counterclaimants'
2 recouping their investment in the film.

3 56. As a result of the Counter-Defendants actions, Counter-Claimants have been
4 injured in a collective amount which is currently unknown, but which exceeds \$1
5 million.

6 **FOURTH COUNT -- BREACH OF FIDUCIARY DUTY**

7 **(By Counter-Claimants WF, WC, Bret Saxon, Bowler and Amy Saxon**
8 **Against All Cross-Defendants)**

9
10 57. Counter-Claimants reallege paragraphs 3-46, 48-49, 51-53, 55-56 above as
11 though set forth herein verbatim.

12 58. The purpose of the contract attached at Dckt No. 58-1 was to facilitate the
13 making of "Hardmatter" and economically profiting thereby. The contract provided
14 for joint control of the project, and for the contribution to the control and fisc of the
15 project to be shared with later investors. Thus, by and through the contract attached
16 to the Plaintiff's Operative Complaint at Dckt No. 58-1, the Counter-Claimant WC
17 and Counter-Defendants thus became joint venturers with each other and with other
18 investors in the Hardmatter Project.

19 59. Among those other investors was Amy Saxon, who invested well in excess of
20 \$250,000 into the Hardmatter Project between April of 2022 and September of 2022.

21 60. Counter-Defendants thus took on fiduciary duties to Counter-Claimants and
22 breached those duties by refusing to let the film be completed. Under the terms of
23 the Contract, unless and until the film is completed and sold, Counter-Claimants
24 cannot be fully paid or repaid.

25 61. As a result of the Counter-Defendants actions, Counter-Claimants have been
26 injured in a collective amount which is currently unknown, but which exceeds \$1
27 million.

28 ///

FIFTH COUNT -- INTENTIONAL INTERFERENCE
WITH ECONOMIC ADVANTAGE

(By Counter-Claimants Bret Saxon, Jeffrey Bowler, WF and WC
Against All Cross-Defendants,)

62. Counter-Claimants reallege paragraphs 3-46, 48-49, 51-53, 55-56, 58-61
above as though set forth herein verbatim.

63. Counter-Defendants knew of the Covington Group, Inc. joint venture that was
in the offing at the time they engaged in the misconduct discussed in this pleading.

64. Counter-Defendants set out to destroy that deal and all other working deals in
which the Counter-Claimants Bret Saxon, Jeffrey Bowler, WC and WF were involved
and they succeeded.

65. As a result of the Counter-Defendants actions, Counter-Claimants have been
injured in a collective amount which is currently unknown, but which exceeds \$35
million.

SIXTH CAUSE OF ACTION -- PROMISSORY FRAUD

(By Counterclaimants Bret Saxon, Jeffrey Bowler, WF and WC against
all Counter-Defendants)

66. Counter-Claimants reallege paragraphs 3-46, 48-49, 51-53, 55-56, 58-61 and
62-65 as though set forth herein verbatim.

67. As a result of the Counter-Defendants actions, Counter-Claimants have been
injured in a collective amount which is currently unknown, but which exceeds \$1
million.

///

///

///

///

SEVENTH COUNT -- UNFAIR BUSINESS PRACTICES

**(By All Counter-Claimants Against All Cross-Defendants,
Including Third Party Defendants)**

68. Counter-Claimants reallege paragraphs 3-46, 48-49, 51-53, 55-56, 58-61, 62-65 and 66-67 above as though set forth herein verbatim.

69. The conduct of GRIDIRON / POWELL has resulted in monetary damages to Cross-Complainants and their acts described in this Cross-Complaint constitute unfair business practices in violation of the provisions of the California Unfair Business Practices Act.

WHEREFORE, Counter-Claimants pray for:

1. On all causes of action, compensatory damages in an amount no less than \$35 million;
2. On the First, Second, Fourth and Sixth causes of action, exemplary damages;
3. On the Seventh Cause of Action, for an injunction requiring disgorgement and preventing GRIDIRON / POWELL from doing business in California; and
4. On all causes of action cost of suit and such other relief as the Court may deem proper.

Date: August 26, 2025

THE LAW OFFICES OF JOHN A. SCHLAFF

/ S /

By _____

John A. Schlaff,
Counsel for Defendants and Counter-Claimants
BRET MERRITT SAXON, JEFF BOWLER,
AMY SAXON AND WONDERFILM LLC,
AND FOR DEFENDANTS RICHARD
DAVIS, RICHARD SALVATORE,, NINA
PODOLSKA, WONDER CAPITAL LLC; WF
HARD MATTER, LLC, LUCKY OWL FILMS
INC., WF GROUP, LLC

DEMAND FOR JURY TRIAL ON ALL COUNTS SO TRIABLE

EXHIBIT "1"



Post



Chase Carlson

@ChaseACarlson

Follow



The NFLPA has issued an alert relating to investment advisor Latavius Powell after the State of Georgia alleged he misrepresented assets managed/number of clients and charged an “unreasonable fee for investment management services in light of services offered.”



This **ALERT** is being provided for informational purposes for our members. If you have any questions relative to this matter you are requested to contact the NFLPA Security Department at [202-756-9102](tel:202-756-9102) or by email at tim.christine@nflpa.com.

The NFLPA Security Department recently received requests to conduct background investigations for the business CSG Wealth Management and its owner Latavius Powell. Mr. Powell is not registered with The NFLPA Financial Advisors Program.

Latavius Powell is the CEO of CSG Wealth Management, Sports Advisory Group. This business operates in Atlanta, Georgia. Powell is a registered Investment Adviser in the State of Georgia, insurance broker, and real estate broker. Powell appears on social media sites on which there are photos of him with NFL players and him at NFL facilities.

Inquiries with the United States Security and Exchange Commission (SEC) and the Financial Industry Regulatory Authority (FINRA) were conducted. Both the SEC and FINRA reported “Disclosure Events” against Powell and his firm CSC Wealth Management by the State of Georgia Commissioner of Securities, recorded on July 02, 2018.

The SEC reported the following:

“THE STATE OF GEORGIA SECURITIES COMMISSIONER ALLEGED THAT CSG WEALTH MANAGEMENT, LLC AND LATAVIUS POWELL FAILED TO MAINTAIN AN ACCURATE ADV PART 1A AND 2A; COULD NOT PRODUCE ALL STATE REQUESTED BOOKS AND RECORDS; FAILED TO ESTABLISH, MAINTAIN, AND ENFORCE WRITTEN POLICIES AND PROCEDURES TO COMPLY WITH APPLICABLE REGULATIONS; DID NOT INSPECT EACH OFFICE LOCATION AT LEAST ANNUALLY; DID NOT FURNISH EACH ADVISORY CLIENT AND PROSPECT A COPY OF THE FIRM'S BROCHURE; MAINTAINED CUSTODY OF CLIENT ASSETS IN PROVIDING BILL PAYMENT SERVICES WHILE FAILING TO NOTIFY THE STATE OF GEORGIA OF THIS FACT AND COMPLYING WITH CUSTODY REQUIREMENTS; DID NOT FULFILL THEIR FIDUCIARY DUTY; PROVIDED LOANS TO A CLIENT; MISREPRESENTED TO CLIENTS AND POTENTIAL CLIENTS THE NATURE OF ADVISORY SERVICES OFFERED, ASSETS MANAGED, AND NUMBER OF CLIENTS SERVICED; AND CHARGED AN UNREASONABLE FEE FOR INVESTMENT MANAGEMENT SERVICES IN LIGHT OF SERVICES OFFERED.”

[State of Georgia Commissioner of Securities Consent Order, July 02, 2018](#)

[SEC Disclosure](#)

[FINRA Disclosure](#)

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Chase Carlson on X: "The NFLPA has issued an alert relating to investment advisor Patavius Howell after the State of Georgia allege... ID #:3825



12:43 PM · May 12, 2020



Don't miss what's happening

People on X are the first to know.

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Sign up

EXHIBIT "2"

On Nov 4, 2022, at 11:48 AM, Jeffrey Bowler <jeff@thewonderfilm.com> wrote:

Could you do this by Monday? Don't send anything to Latavius. Just to me and Bret. Thx love.
Jeffrey Bowler
Partner

Wonderfilm
923 Cole Ave Suite
Los Angeles, CA 90038
M. (310) 500-6610

Begin forwarded message:

From: BMS <bret@thewonderfilm.com>
Date: November 4, 2022 at 11:39:51 AM PDT
To: lataviuspowell@csgwealth.com, Jeffrey Bowler <jeff@thewonderfilm.com>
Subject: Re: Updated Hard Matter Funding Acknowledgement

Jeff – can you ask accounting to pull details on all the below so I can update the letter? Letter is attached for reference.

bret

From: "lataviuspowell@csgwealth.com" <lataviuspowell@csgwealth.com>
Date: Wednesday, November 2, 2022 at 8:41 PM
To: BMS <bret@thewonderfilm.com>, Jeffrey Bowler <jeff@thewonderfilm.com>
Subject: Updated Hard Matter Funding Acknowledgement

Bret,

Can you please send the updated funding acknowledgements to show all funds deposited by myself and clients for the film hard matter. I have attached the acknowledgement you sent as of 1/24/22. Please change c/o CSG Wealth Management to c/o Gridiron Productions - 430 Schriever Ct., McDonough, GA 30252.

For recollection:

Shaq Mason wired \$2,000,000 on 10/12/2021 (wells fargo)
Henry Ruggs III wired \$500,000 on 10/13/2021 (wells fargo)
Richard James Jr. wired \$250,000 on 2/7/2022 (wells fargo)
Oshane Ximines wired \$250,000 on 2/7/2022 (wells fargo)
Kenneth Williams Jr. wired \$750,000 on 2/8/2022 (wells fargo)
Lael Collins wired \$500,000 on 2/16/2022 (wells fargo)
Latavius Powell wired \$450,000 on 2/7/2022 (wells fargo)
Latavius Powell wired \$50,000 on 2/7/2022 (delta community bank)

ID #:3828

Latavius Powell \$75,000 contributed on 2/9/2022 via compesation withheld. (paid 175k instead of 250k bc jeff said funds were needed right away)

Latavius Powell wired \$175,000 on 2/17/2022 (wells fargo)

Latavius Powell wired \$25,000 on 2/23/2022 (Bank of America)

Latavius Powell wired \$25,000 on 2/25/2022 (Bank of America)

Total Invested \$5,050,000

--

Latavius T. Powell
President and CEO
CSG Wealth Management - Sports Advisory Group
3455 Peachtree Rd. NE, ste. 500
Atlanta, GA 30326
(404) 645-2006
www.csgwealth.com

<Hard Matter Funding Acknowledgment 1.24.22.pdf>

12 attachments

 **500K Collins.pdf**
59K

 **Transfer to Latavius 175K.pdf**
48K

 **2mIn Shaq.pdf**
59K

 **25K Latavius 2 25.pdf**
46K

 **25K Latavius 2 23.pdf**
46K

 **175K Latavius.pdf**
48K

 **50K Latavius.pdf**
47K

 **450K Latavius.pdf**
48K

 **750K Kenneth.pdf**
47K



250K Oshane.pdf
48K



250K Richard.pdf
47K



500K Henry.pdf
47K

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/16/2022

Amount: 500,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220216
TIME:1412 ET TRN:2022021600380684
SEQ:2022021600125362/414723 ORIG:LA'EL
COLLINS ID:944822110 SND BK:WELLS
FARGO BANK NA ID:0407 PMT DET:24212332
SPOKE WITH ADVIS OR LATAVIUS. HE CON
TACTED CLIENT AT THE PHONE NUM

Merchant name: LA'EL COLLINS



Merchant
information:

Transaction Income: Deposits

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4
Chat

DEF0068759



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/09/2022

Amount: -175,000.00

Type: Withdrawal

Description: WIRE TYPE:WIRE OUT DATE:220209
TIME:0447 ET TRN:2022020900080042
SERVICE REF:002835 BNF:LATAVIUS POWELL
ID:6009851715 BNF BK:WELLS FAR GO
BANK, N.A. ID:121000248 PMT
DET:374709596 EP HA RD MATTER

Merchant name: LATAVIUS POWELL


**Merchant
information:**

Transaction Uncategorized: Uncategorized

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DEF0068760



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 10/12/2021

Amount: 2,000,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 211012
TIME:1529 ET TRN:2021101200735229
SEQ:2021101200239684/788886
ORIG:SHAQUILLE MASON ID:941117484 SND
BK:WELLS FAR GO BANK NA ID:0407 PMT
DET:23380682

Merchant name: SHAQUILLE MASON

Merchant information:

Transaction Income: Deposits

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2
Chat

DEF0068761



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/25/2022

Amount: 25,000.00

Type: Transfer

Description: Online Banking Transfer Conf# x91huugwa;
POWELL, LATAVIUS

Merchant name: POWELL, LATAVIUS



**Merchant
information:**

Transaction Income: Other Income

Share Your Feedback

DEF0068762



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/23/2022

Amount: 25,000.00

Type: Transfer

Description: Online Banking Transfer Conf# s9vlnwa0m;
POWELL, LATAVIUS

Merchant name: POWELL, LATAVIUS

Merchant
information:

Transaction Income: Other Income

Share Your Feedback

DEF0068763



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/17/2022

Amount: 175,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220217
TIME:1549 ET TRN:2022021700427074
SEQ:2022021700157007/455229
ORIG:LATAVIUS T POWELL
ID:000006009851715 SND BK:W ELLS
FARGO BANK NA ID:0407 PMT
DET:004180704853274 0PRIVATE
INVESTMENT

Merchant name: LATAVIUS T POWELL

Merchant information:

Transaction Income: Deposits

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DEF0068764



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/07/2022

Amount: 50,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220207
TIME:1557 ET TRN:2022020700480207
SEQ:20220380077700/000139
ORIG:LATAVIUS TREMAYNE POWELL
ID:1190107630010 SND BK:DELTA
COMMUNITY CREDIT UNION ID:261071315

Merchant name: LATAVIUS TREMAYNE POWELL


**Merchant
information:**

Transaction Income: Other Income

Share Your Feedback

DEF0068765

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/07/2022

Amount: 450,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220207
TIME:1341 ET TRN:2022020700423570
SEQ:2022020700121653/451673
ORIG:LATAVIUS T POWELL
ID:000006009851715 SND BK:W ELLS
FARGO BANK NA ID:0407 PMT
DET:006695803849517 9INVESTMENT
WIR/90046

Merchant name: LATAVIUS T POWELL



Merchant
information:

Transaction Income: Deposits

Share Your Feedback

DEF0068766



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/07/2022

Amount: 450,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220207
TIME:1341 ET TRN:2022020700423570
SEQ:2022020700121653/451673
ORIG:LATAVIUS T POWELL
ID:000006009851715 SND BK:W ELLS
FARGO BANK NA ID:0407 PMT
DET:006695803849517 9INVESTMENT
WIR/90046

Merchant name: LATAVIUS T POWELL



**Merchant
information:**

Transaction Income: Deposits

Share Your Feedback

DEF0068767



Online Banking


Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/08/2022

Amount: 750,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220208
TIME:1428 ET TRN:2022020800377151
SEQ:2022020800119203/409392
ORIG:KENNETH LAMAR WILLIAMS
ID:941117583 SND BK:WE LLS FARGO BANK
NA ID:0407 PMT DET:24169151

Merchant name: KENNETH LAMAR WILLIAMS


**Merchant
information:**

Transaction Income: Deposits

Share Your Feedback

DEF0068768



Online Banking


Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/08/2022

Amount: 750,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220208
TIME:1428 ET TRN:2022020800377151
SEQ:2022020800119203/409392
ORIG:KENNETH LAMAR WILLIAMS
ID:941117583 SND BK:WE LLS FARGO BANK
NA ID:0407 PMT DET:24169151

Merchant name: KENNETH LAMAR WILLIAMS


**Merchant
information:**

Transaction Income: Deposits

Share Your Feedback

DEF0068769



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/07/2022

Amount: 250,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220207
TIME:1658 ET TRN:2022020700504623
SEQ:2022020700180970/494483
ORIG:OSHA NE LLOYD XIMINES
ID:942675460 SND BK:WELL S FARGO BANK
NA ID:0407 PMT DET:24164891

Merchant name: OSHA NE LLOYD XIMINES


**Merchant
information:**

Transaction Income: Deposits

Share Your Feedback

DEF0068770



Online Banking

Business Adv Fundamentals - 8805: Account Activity Transaction Details

Post date: 02/07/2022

Amount: 250,000.00

Type: Credit

Description: WIRE TYPE:WIRE IN DATE: 220207
TIME:1658 ET TRN:2022020700504623
SEQ:2022020700180970/494483
ORIG:OSHA NE LLOYD XIMINES
ID:942675460 SND BK:WELL S FARGO BANK
NA ID:0407 PMT DET:24164891

Merchant name: OSHA NE LLOYD XIMINES



**Merchant
information:**

Transaction Income: Deposits

Share Your Feedback

DEF0068771

EXHIBIT "3"

Subject: Hard Matter

From: BMS <bret@thewonderfilm.com>

To: Justin Price <justinhollywood@gmail.com>

Cc: Jeffrey Bowler <jeff@thewonderfilm.com>

Date Sent: Thursday, September 23, 2021 10:39:42 AM GMT-07:00

Date Received: Thursday, September 23, 2021 10:39:43 AM GMT-07:00

Attachments: Hard Matter Finance Agreement - Short Form.doc,Hard Matter Finance Agreement Long Form.docx

Justin – great getting together yesterday – lots of progress and we’re excited about producing Hard Matter with you. I’ve attached a finance agreement for \$5,050,000. The balance of the 7.3m budget Wonderfilm will cash flow from the tax credit in Louisiana. If we can get this agreement wrapped up this week and your money transferred early next week, we’ll get the pay/play offer into Gibson on Wednesday.

We drafted 2 agreements – a short form which is fine for now, and a long form if you or your team prefer the additional terms and detail. We don’t need both, just giving you options. We listed Latavius as the party through his CSG management entity. If the contract party needs to change, feel free to redline.

The production account wiring info is below.

Thanks,
Bret

Wiring Information:

Wonder Capital, Ilc REDACTED 4079

Wire Instructions:

Account Name: Wonder Capital, Ilc

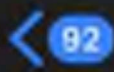
Account Number: REDACTED 8805

Routing Number: 026009593

Swift: BOFAUS3N

Bank of America
7800 W. Sunset Blvd.
Los Angeles, CA 90046

DEF0016911



Justin >



It's the truth haha
about to get all ttmhe
vaccines

Oct 4, 2021 at 8:59 AM



IMG_12
83.MO
V

Video ·
389.1
MB



A nice big scene we
just shot.

This is gorgeous

Oct 4, 2021 at 10:04 AM

We're at dinner with
frank Men's team just



iMessage



DEF0069037





frank. Men's team just confirmed the call later. Please make sure Your guy sends wire in next few hours. So we can be confident on the call and offer him the pay tomorrow to say yes.

Check in now 🙏

Cool. Let me know.

Oct 4, 2021 at 11:20 AM

Heading to bed in an hour. Waking up at 2am. Please confirm wire before I go to bed



DEF0069038



Justin >



wire before I go to bed
if you can.

O need to cancel it
before I go to sleep if
he can't come
through. I don't want
to wake up at 2am to
cancel. Lol

I'm on his ass haha he
has told me everything
is fine - I'm like bro u at
the longest BOA wire
line or what

Right! Exactly. Lol.

About to catch a body
in Georgia -



iMessage



DEF0069039



Oct 4, 2021 at 12:41 PM

Heading to bed in 30.
I'll cancel the meeting.
Clearly he's not
coming through.
When you find out
what happened
between Friday and
today, let me know. I
wish people would
keep their word more.
I always do. I
shouldn't have set the
call up based on his
word only. I'll cancel it,
and I'll just tell them
we're not ready.

Hey Jeff he is at bank
- everything was cool



DEF0069040

< 93



Justin >



the compliance officer
said there are red flags
and law suits - he just
gave me a call - give
me 15

Ok. I'll stay up. Let me
know.

Yeh compliance
officer comes with the
players - so they are
flagging Brett for
lawsuits a lot of them
old but this was new
info - so I have to call
the room ty

Also, bret doesn't own
wonder capital LLC. I
own 100% of it, he has



iMessage



DEF0069041



Justin



own 100% of it, he has
no access to anything.
So they're not giving
him the money



Heading to bed. Text
me in middle of night.
It's ok. It's on silent. So
I know what's going
on. On a flight back to
LA at 8am

Ok

Oct 5, 2021 at 11:15 AM

Can we push 30 min?
Customs is taking



iMessage



DEF0069042

I sent it yesterday morning. I'll resend now.

Resent.

Got it ty

Sep 30, 2021 at 1:11 PM

Just tried you. Jeff and I are on a layover for another hour.

Oct 5, 2021 at 6:47 AM

Just saw you called. WiFi on the plane, but can't answer a call. We land in about 3 hours. We're on our flight back from Rome. We can call you on our layover in Chicago.

Awesome see u then -

We land at 11.45am central. Then clear customs, but we'll call as soon as we clear.



Oct 13, 2021 at 9:50 AM

Hey Justin - did you write the script in Finsl Draft? If yea, can you email me the Final Draft version? We need it to input into Mivie Magic to break it down for locations and budgeting.

Yes I ll send now

Sorry - at airport and I see typos. Final Draft, Movie Magic.

Awesome, thanks.

Sent

DEF0015959

ID #:3852

Thanks Justin. Totally agree. I've spent a bunch of time this week with Mel's agent because I had another one of his clients on a film we finished Monday. He's fully on board and supporting it with Mel. Just waiting on Gibson to read.

U da man! Ty and we know it takes time so all good - still breaking stuff down and sending good energy! Congrats on Brasco? And have a great week

You too!

Oct 23, 2021 at 2:53 PM



I love your voice notes! I appreciate the energy!!! I've got a call Monday afternoon with Mel's agent. They expect him to read it this weekend. I think we're looking good.

Amazing!! Yes!!!!

Oct 25, 2021 at 3:15 PM

Sent

Your turnaround times are amazing. Pleasure to work with you.

🙏 ty and u rock! I'm here for any adjustments

Oct 25, 2021 at 6:57 PM

Yea, spoke with agent. He thinks we're in good shape, but they hadn't reached Mel today.

Sweet - ok so another week u think?

Maybe, but hopefully sooner.

Ty for the update 🤞 fingers crossed

DEF0015960

Understand it. Just stay on it and let's all talk Wednesday and make a decision if we haven't gotten an answer....but let's hope he attaches by then and we don't have a decision to make!

Hell yeh! I'm sure he will and even on Wednesday we won't be moving on - just seeing what you guys think is best and I'm here to listen

Perfect.

Oct 27, 2021 at 9:57 AM

Yea, in Shreveport. Had to come down to put down stakes for the studio. M. Night is in the whole place on a 20m production ending early December. 2 other films have said they want the stages in January. If we wanted the stages and production facilities we needed to show our faces and give them comfort. Also scouting to see what works in town. So far so good. I'll call on Mel this afternoon and then call you and we can strategize.

Haha...no, I like it! Good vibrations!

Oct 31, 2021 at 7:20 PM



My dude James is running lines with Mel and he's been in Las cruces for a few days without filming so when they wrap on nov 6 I think we may hear something .. I mean if he does 'hot seat' I knowwwwwweew - let's go! And happy Halloween by

DEF0015961



BMS <bret@thewonderfilm.com>

Gibson - Sawyer

7 messages

BMS <bret@thewonderfilm.com>

Sat, Oct 16, 2021 at 11:33 AM

To: Justin Price <justinhollywood@gmail.com>, Jeffrey Bowler <jeff@thewonderfilm.com>

Cc: "lataviuspowell@csgwealth.com" <lataviuspowell@csgwealth.com>

Justin – Mel Gibson is interested in playing Sawyer based on the pitch. He took 2 films since we initially engaged on it and is now shooting until Dec 17. His first avail is Jan 5. He also wants a week to read and get back to us.

Feedback to discuss is Mel is 65 and Franziska is his daughter, who I believe is 23, yea? We'll have to have Mel play younger and her play 30ish. And there's an action sequence at the dock that we'd need to discuss with Gibson about how much he would be up for doing.

bret

Justin Price <justinhollywood@gmail.com>

Sat, Oct 16, 2021 at 12:12 PM

To: BMS <bret@thewonderfilm.com>

Cc: Jeffrey Bowler <jeff@thewonderfilm.com>, "lataviuspowell@csgwealth.com" <lataviuspowell@csgwealth.com>

No problem on the age switch and as far as the fight scene I can re-write the fight sequence to a stand off and gun shot slight tussle knife so we don't have to have elaborate stunts on it. This won't affect the timeline as long as we can cast out a good Kyron if Mel agrees to filming January 5, 2022 (maybe Dylan O'Brien) and we can shoot out the rest of the film and then finish up his scenes at the top of the year. We will be able to grab action and frames to help with sellable elements before we even shoot Mel. Thank you for the update and let's rock it.

[Quoted text hidden]

Jeffrey Bowler <jeff@thewonderfilm.com>

Sat, Oct 16, 2021 at 12:37 PM

To: Justin Price <justinhollywood@gmail.com>

Cc: BMS <bret@thewonderfilm.com>, lataviuspowell@csgwealth.com

The only problem is that it will cost a lot of money to shoot before Xmas. Hold stages and crew. Send actors and keys home then travel everyone back again. We need consecutive weeks of production.

It's almost November. We need good prep and still need to cast. It will take another few weeks in my professional opinion to cast another big name besides Mel. Like Dylan. It just always does.

Jeffrey Bowler
Partner

Wonderfilm

PROOF OF SERVICE BY ELECTRONIC SERVICE

STATE OF CALIFORNIA, LOS ANGELES

I, John A. Schlaff, am employed in the county of Los Angeles, State of California; I am over the age of 18 years and not a party to the within action; my business address is The Law Offices of John A. Schlaff, 2355 Westwood Boulevard, No. 424, Los Angeles, California 90064.

On August 25, 2025, I electronically served the foregoing **“FOURTH AMENDED COUNTER-CLAIMS FOR EXTORTION, PROMISSORY FRAUD, BREACH OF CONTRACT, BREACH OF FIDUCIARY DUTY, DEFAMATION, UNJUST ENRICHMENT / CONSTRUCTIVE TRUST AND INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE”** on the interested party or parties by serving through the Pacer system the following parties:

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// State I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/x/ Federal I declare (certify, verify or state) under penalty of perjury that the foregoing is true and correct, and that I am employed at the office of a member of the bar of this court at whose direction the service was made.

Executed on August 25, 2025

/ S /

John A. Schlaff